

This instrument was prepared by  
SANDRA B. RIGGS  
Assistant Attorney General  
P. O. Drawer 900  
Big Stone Gap, VA 24219

BK 0735 PG 0186

Recordation Tax:  
See Va. Code § 45.1-361.26  
For Tax Due for the Recording  
Of this Instrument

37  
#3026

V I R G I N I A:

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT: CABOT OIL & GAS CORPORATION  
A Delaware Corporation

RELIEF SOUGHT: (1) ESTABLISHMENT OF THE PROVISIONAL  
DRILLING UNIT DESCRIBED IN EXHIBIT  
"B" HERETO AND SERVED BY WELL  
NO. COGC#37 (herein "Subject Drilling  
Unit") PURSUANT TO § 45.1-361.20.E,  
CODE OF VIRGINIA; AND (2) POOLING OF  
INTERESTS IN SUBJECT DRILLING UNIT  
PURSUANT TO § 45.1-361.21, CODE OF  
VIRGINIA, FOR THE PRODUCTION OF GAS  
OTHER THAN COALBED METHANE GAS FROM  
SUBJECT FORMATIONS (herein referred to  
as "Conventional Gas" or "Gas")

LEGAL DESCRIPTION:

PROVISIONAL DRILLING UNIT SERVED BY WELL  
NUMBERED COGC#37 TO BE DRILLED IN THE  
LOCATION DEPICTED ON REVISED EXHIBIT B HERETO  
AMONATE QUADRANGLE,  
NORTHERN MAGISTERIAL DISTRICT,  
TAZEWELL COUNTY, VIRGINIA  
(the "Subject Lands" are more  
particularly described on Exhibit  
"B", attached hereto and made a  
part hereof)

REPORT OF THE BOARD

FINDINGS AND ORDER

1. Hearing Date and Place: This matter came on for hearing before the Virginia Gas and Oil Board (hereafter "Board") at 9:00 a.m. on May 20, 1997, Dickenson Conference Center, Southwest Virginia Education 4-H Center, Abingdon, Virginia.

2. Appearances: Jill M. Harrison of PennStuart appeared for the Applicant; Sandra B. Riggs, Assistant Attorney General, was present to advise the Board.

3. Jurisdiction and Notice: Pursuant to § 45.1-361.1 et seq., Virginia Code, 1950 as amended, the Board finds that it has jurisdiction over the subject matter. Based upon the evidence presented by Applicant, the Board also finds

that the Applicant has (1) exercised due diligence in conducting a meaningful search of reasonably available sources to determine the identity and whereabouts of each gas and oil owner, coal owner, or mineral owner having an interest in Subject Drilling Unit underlying and comprised of Subject Lands; (2) has given notice to those parties (hereafter sometimes "person(s)" whether referring to individuals, corporations, partnerships, associations, companies, businesses, trusts, joint ventures or other legal entities) entitled by § 45.1-361.19, Virginia Code, 1950 as amended, to notice of the application; and (3) that the persons set forth in Revised Exhibit C have been identified by Applicant as owners of Gas interests underlying Subject Drilling Unit, including those who have not heretofore leased, sold or voluntarily agreed with the Applicant to pool their Gas interests in Subject Drilling Unit. The parties named in Revised Exhibit D attached hereto are the Gas owners who have not voluntarily agreed to pool their Gas interests in Subject Drilling Unit. The Gas owners whose locations are unknown are shown on Exhibit F. Further, the Board has caused notice of this hearing to be published as required by § 45.1-361.19.B, Virginia Code, 1950 as amended. Whereupon, the Board hereby finds that the notices given herein satisfy all statutory requirements, Board rule requirements and the minimum standards of state due process.

4. Amendments: Notice of Hearing and Exhibits C and D attached hereto.

5. Dismissals: None.

6. Relief Requested: Applicant requests (1) that pursuant to § 45.1-361.20.E, Code of Virginia, 1950, as amended, the Board establish Subject Drilling Unit as a provisional unit to be served by Well No. COGC#37 until such time as there is sufficient evidence to determine the boundaries of the field within which Subject Drilling Unit is located and the appropriate size and shape of the units to be located within such field; (2) that pursuant to § 45.1-361.21, Code of Virginia, 1950 as amended, the Board pool the rights, interests and estates in and to the Gas of the known and unknown persons listed in Revised Exhibit C hereof, and their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, for the drilling and operation, including production, of Gas from the Subject Drilling Unit established for the Big Lime, Ravencliff and Berea formations (herein "Subject Formations") underlying and comprised of the Subject Lands, (hereafter sometimes collectively identified and referred to as "well development and/or operation in the Subject Drilling Unit"); and, (3) that the Board designate Applicant as Unit Operator.

7. Relief Granted: The requested relief in this cause be and hereby is granted and: (1) Pursuant to § 45.1-361.20.E, Code of Virginia, 1950 as amended, the Board hereby establishes Subject Drilling Unit as a provisional drilling unit until such time as the Board has sufficient evidence to determine the boundaries of the Gas field within which Subject Drilling Unit is located and the appropriate size and shape of the drilling units to be located within such field; (2) pursuant to § 45.1-361.21.C.3, Code of Virginia, 1950 as amended, Cabot Oil & Gas Corporation (hereafter "Unit Operator") is designated as the Operator authorized to drill and operate Well COGC#37 in the Subject Drilling Unit to produce Conventional Gas from Subject Formations, subject to the permit provisions contained in § 45.1-361.27 et seq., Code of Virginia, 1950 as amended;



Regulation 4 VAC 25-160-100 (herein "Completed for Production Costs"). Further, a Participating Operator agrees to pay the estimate of such Participating Operator's proportionate part of the Estimated, Completed-for-Production Costs as set forth below to the Unit Operator within forty-five (45) days from the later of the date of mailing or the date of recording of this Order. The estimated Completed-for-Production Costs for the Subject Drilling Unit are as follows:

Estimated, Completed-for-Production Costs:

\$270,600.00

A Participating Operator's proportionate cost hereunder shall be the result obtained by multiplying the Participating Operator's percentage Interest Within Unit as set forth in Revised Exhibit D times the costs stated immediately above. Provided, however, that in the event a Participating Operator elects to participate and fails or refuses to pay the estimate of his proportionate part of the Estimated, Completed-for-Production Costs as set forth above, all within the time set forth herein and in the manner prescribed in Paragraph 8 of this Order, then such Participating Operator shall be deemed to have elected not to participate and to have elected compensation in lieu of participation pursuant to Paragraph 9.2 herein.

- 9.2 Option 2 - To Receive A Cash Bonus Consideration: In lieu of participating in the development and operation of Subject Drilling Unit under Paragraph 9.1 above, any Gas owner named in Revised Exhibit D who has not reached a voluntary agreement with the Operator may elect to accept a cash bonus consideration of \$1.00 per net mineral acre owned by such person, commencing upon entry of this Order and continuing annually until commencement of production from the Subject Drilling Unit, and thereafter a royalty of 1/8th of 8/8ths [twelve and one-half percent (12.5%)] of the net proceeds received by the Unit Operator for the sale of the Gas produced from any well development covered by this Order multiplied by the Gas owner's percentage Interest Within Unit as set forth in Revised Exhibit D (for purposes of this Order, net proceeds shall be actual proceeds received less post-production costs incurred downstream of the wellhead including gathering, compression, treating, transportation and marketing costs, whether performed by Unit Operator or a third person) as fair, reasonable and equitable compensation to be paid to said Gas owner. The cash bonus and the first year's annual rental shall become due and owing when so elected and shall be tendered, paid or escrowed within sixty (60) days of recording of this Order. Thereafter, the rental payments for each subsequent year of the lease, if any, shall become due and owing on the anniversary of the date of recording of this order in the event production from Subject Drilling Unit has not heretofore commenced, and once due, shall be tendered, paid or escrowed within sixty (60) days of said anniversary date. Once the initial cash

bonus and the annual rental payments, if any, are so paid or escrowed, said payment(s) shall be satisfaction in full for the right, interests, and claims of such electing Gas owner in and to the Gas produced from Subject Formation in the Subject Lands, except, however, for the 1/8th royalties due hereunder.

The election made under this Paragraph 9.2, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any well development and operation covered hereby and such electing person shall be deemed to and hereby does lease and assign its right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Unit Operator.

- 9.3. Option 3 - To Share In The Development And Operation As A Non-Participating Person On A Carried Basis And To Receive Consideration In Lieu Of Cash: In lieu of participating in the development and operation of Subject Drilling Unit under Paragraph 9.1 above and in lieu of receiving a cash bonus consideration under Paragraph 9.2 above, any Gas owner named in Revised Exhibit D, who has not reached a voluntary agreement with the Operator may elect to share in the development and operation of Subject Drilling Unit on a carried basis (as a "Carried Well Operator") so that the proportionate part of the Completed-for-Production Costs hereby allocable to such Carried Well Operator's interest is charged against such Carried Well Operator's share of production from Subject Drilling Unit. Such Carried Well Operator's rights, interests, and claims in and to the Gas in Subject Drilling Unit shall be deemed and hereby are assigned to the Unit Operator until the proceeds from the sale of such Carried Well Operator's share of production from Subject Drilling Unit (exclusive of any royalty, excess or overriding royalty, or other non-operating or non cost-bearing burden reserved in any lease, assignment thereof or agreement relating thereto covering such interest) equals three hundred percent (300%) for a leased interest or two hundred percent (200%) for an unleased interest (whichever is applicable) of such Carried Well Operator's share of the Completed-for-Production Costs allocable to the interest of such Carried Well Operator. When the Unit Operator recoups and recovers from such Carried Well Operator's assigned interest the amounts provided for above, then, the assigned interest of such Carried Well Operator shall automatically revert back to such Carried Well Operator, and from and after such reversion, such Carried Well Operator shall be treated as if it had participated initially under Paragraph 9.1 above; and thereafter, such participating person shall be charged with and shall pay his proportionate part of all further costs of such well development.

The election made under this Paragraph 9.3, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any well development and operation covered hereby and such electing person shall be deemed to have and hereby does assign his right, interests, and claims in and to the Gas produced



from Subject Formation in the Subject Drilling Unit to the Unit Operator for the period of time during which his interest is carried as above provided prior to its reversion back to such electing person.

10. Failure to Properly Elect: In the event a person entitled to elect fails to do so within the time, in the manner, and in accordance with the terms of this Order one of the alternatives set forth in Paragraph 9 above for which his interest qualifies, then such person shall be deemed to have elected not to participate in the proposed development and operation of Subject Drilling Unit and shall be deemed, subject to any final legal determination of ownership, to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which its interest qualifies and shall be deemed to have leased and/or assigned his right, interests, and claims in and to Gas in the Subject Drilling Unit to the Unit Operator. Persons who fail to properly elect shall be deemed to have accepted the compensation and terms set forth herein at Paragraph 9.2 in satisfaction in full for the right, interests, and claims of such person in and to the Gas produced from Subject Formation underlying Subject Lands.

11. Default By Participating Person: In the event a person so entitled elects to participate under Paragraph 9.1, but fails or refuses to pay, to secure the payment or to make an arrangement with the Unit Operator for the payment of such person's proportionate part of the Estimated Completed-for-Production costs as set forth herein, all within the time and in the manner as prescribed in this Order, then such person shall be deemed to have withdrawn his election to participate and shall be deemed to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which his interest qualifies depending on the excess burdens attached to such interest. Whereupon, any cash bonus consideration due as a result of such deemed election shall be tendered, paid or escrowed by Unit Operator within sixty (60) days after the last day on which such defaulting person under this Order should have paid his proportionate part of such cost or should have made satisfactory arrangements for the payment thereof. When such cash bonus consideration is paid or escrowed, it shall be satisfaction in full for the right, interests, and claims of such person in and to the Gas underlying Subject Drilling Unit in the Subject Lands covered hereby, except, however, for any 1/8th royalties which would become due pursuant to Paragraph 9.2 hereof.

12. Assignment of Interest: In the event a person pooled hereby is unable to reach a voluntary agreement to share in the operation of the well contemplated by this Order at a rate of payment agreed to mutually by said Gas owner and the Operator, and said person elects or fails to elect to do other than participate under Paragraph 9.1 above in the development and operation of the well in Subject Drilling Unit, then such person shall be deemed to have and shall have assigned unto Unit Operator such person's right, interests, and claims in and to said well, in Subject Formations in Subject Drilling Unit, and other share in and to Gas production to which such person may be entitled by reason of any election or deemed election hereunder in accordance with the provisions of this Order governing said elections.

13. Unit Operator (or Operator): Cabot Oil & Gas Corporation be and hereby is designated as Unit Operator authorized to drill and operate Well No. COGC#37 in Subject Formations in Subject Drilling Unit, all subject to the permit provisions contained in Section 45.1-361.27 et seq., Code of Virginia, 1950 as amended; §§ 4 VAC 25-150 et seq., Gas and Oil Regulations; §§ 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations; all as amended from time to time, and all elections required by this Order shall be communicated to Unit Operator in writing at the address shown below:

Cabot Oil & Gas Corporation  
400 Fairway Drive  
Suite 400  
Coraopolis, PA 15108-4308  
Phone: (412) 299-7000  
Attn: Land Manager

14. Commencement of Operations: Unit Operator shall commence or cause to commence operations for the drilling of any well covered hereby within three hundred and sixty-five (365) days from the date of this Order and shall prosecute the same with due diligence. If Unit Operator shall not have so commenced and/or prosecuted, then this Order shall terminate, except for any cash sums becoming payable hereunder; otherwise, unless sooner terminated by Order of the Board, this Order shall expire at 12:00 P.M. on the date on which any well covered by this Order is permanently abandoned and plugged. However, in the event an appeal is taken from this Order, then the time between the filing of the Petition for Appeal and the final Order of the Circuit Court shall be excluded in calculating the one year period referenced herein.

Upon completion of any well whose costs comprise part of the Estimated Completed-for-Production Costs set forth in Paragraph 9.1 above, and within ninety (90) days after production into the pipeline is obtained and restoration of the location is completed, the Operator shall file with the Board a revised exhibit reflecting the actual Completed-for-Production Costs for the Subject Drilling Unit.

15. Operator's Lien: Unit Operator, in addition to the other rights afforded hereunder, shall have a lien and a right of set off on the Gas estates, rights, and interests owned by any person subject hereto who elects to participate under Paragraph 9.1 in the Subject Drilling Unit to the extent that costs incurred in the drilling or operation on the Subject Drilling Unit are a charge against such person's interest. Such liens and right of set off shall be separable as to each separate person and shall remain liens until the Unit Operator drilling or operating any well covered hereby has been paid the full amounts due under the terms of this Order.

16. Escrow Provisions:

16.1 Escrow Account: By this Order, the Board instructs the Escrow Agent named herein or any successor named by the Board to establish an interest-bearing escrow account, (herein "the Escrow Account") to receive and account to the Board pursuant to its agreement for the escrowed funds hereafter described:



Tazewell National Bank  
Trust Department  
c/o Premier Bankshares Corporation  
29 College Drive, P. O. Box 1199  
Bluefield, VA 24605-1199  
Telephone: (540) 322-2242  
Fax: (540) 322-2766

16.2. Escrow Provisions For Unknown or Unlocatable Persons: If any payment of bonus, royalty payment or other payment due and owing under this Order cannot be made because the person entitled thereto cannot be located or is unknown, then such cash bonus, royalty payment, or other payment shall not be commingled with any funds of the Unit Operator and shall, pursuant to Section 45.1-361.21.D, Code of Virginia, 1950 as amended, and said sums shall be deposited by the Operator into the Escrow Account, commencing within sixty (60) days of recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made, by use of a report format approved by the Inspector, by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are subject to deposit. Such funds shall be held for the exclusive use of, and sole benefit of the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to Order of the Board in accordance with § 45.1-361.21.D., Code of Virginia, 1950 as amended.

17. Special Findings: The Board specifically and specially finds:

- 17.1 Applicant is a Delaware corporation duly authorized and qualified to transact business in the Commonwealth of Virginia;
- 17.2 Applicant claims ownership of Gas leases on approximately 99.79 percent of Subject Drilling Unit and the right to explore for, develop and produce Gas from same.
- 17.3 Applicant is an operator in the Commonwealth of Virginia and has satisfied the Board's requirements for operations in Virginia;
- 17.4 Applicant has proposed the drilling of Well No. COGC#37 on the Subject Drilling Unit at the location depicted in Exhibit B to develop the pool of Gas in Subject Formations. An application for a well work permit has not been filed by the Applicant with the Virginia Division of Gas and Oil.
- 17.5 A metes and bound description of Subject Drilling Unit is as follows:

BEGINNING at the well location depicted on Revised Exhibit B for the COGC#37 well, Virginia (South Rectangular) State Plane Coordinate N 307,967.0196 E 1,056,439.5393, thence in a 1,250' radius around the well for a total circumference of 7,853.98 feet, containing 112.69 acres.

- 17.6 Set forth in Revised Exhibit C is the name and last known address of each person of record identified by the Applicant as gas and oil owners within Subject Drilling Unit, including those persons set forth in Revised Exhibit D attached hereto who have not reached a voluntary agreement to share in the operation of Well COGC#37 at a rate of payment agreed to mutually by said gas and oil owners and the Operator. Gas interests unleased to the Operator represent approximately .21% of Subject Drilling Unit.
- 17.7 The proposed depth of Well No. COGC#37 is 6,125 feet.
- 17.8 The estimated average production over the life of the proposed well is 33.9 mcf. The estimated amount of reserves contained within Subject Drilling Unit is 700 mmcf.
- 17.9 Applicant's evidence established that the fair, reasonable and equitable compensation to be paid to any person in lieu of the right to participate in any well covered hereby are those options provided in Paragraph 9 above.
- 17.10 The Subject Drilling Unit does not constitute an unreasonable or arbitrary exercise of Applicant's right to explore for or produce Gas. Well COGC#37 is characterized by Applicant as a "stepout" or "wildcat" well which is located several miles from the next nearest well and is being drilled to assist Applicant in defining the extent of the Berea Porosity Trend.
- 17.11 The relief requested and granted is just and reasonable, is supported by substantial evidence and will afford each person in the Subject Drilling Unit the opportunity to recover or receive, without unnecessary expense, each person's just and fair share of the production of the gas and/or oil from Subject Drilling Unit. The granting of the Application and relief requested therein will ensure to the extent possible the greatest ultimate recovery of Gas, avoid the drilling of unnecessary wells, prevent or assist in preventing the various types of waste prohibited by statute and protect or assist in protecting the correlative rights of all persons in the subject common sources of supply in the Subject Lands. Additionally, the Board's establishment of Subject Drilling Unit as a provisional unit will allow the Board to obtain evidence relative to the establishment of field boundaries and well drainage patterns. Therefore, the Board is entering an Order granting the relief herein set forth.
18. Mailing Of Order And Filing Of Affidavit: Applicant or its Attorney shall file an affidavit with the Secretary of the Board within sixty (60) days after the date of receipt of this Order stating that a true and correct copy of said Order was mailed within seven (7) days from the date of receipt of this Order to each person pooled by this Order whose address is known.
19. Availability of Unit Records: The Director shall provide all persons not subject to a lease with reasonable access to all records for Subject Drilling



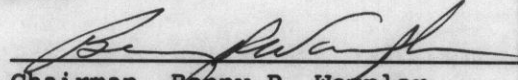
Unit which are submitted by the Unit Operator to said Director and/or his Inspector(s).

20. Conclusion: Therefore, the requested relief and all terms and provisions set forth above be and hereby are granted and IT IS SO ORDERED.

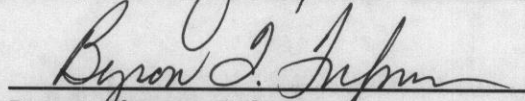
21. Appeals: Appeals of this Order are governed by the provisions of Va. Code Ann. § 45.1-361.9 which provides that any order or decision of the Board may be appealed to the appropriate circuit court. Such appeals must be taken in the manner prescribed in the Administrative Process Act, Va. Code Ann. § 9-6.14:1 et seq.

22. Effective Date: This Order shall be effective as of May 20, 1997.

DONE AND EXECUTED this 14<sup>th</sup> day of July, 1997, by a majority of the Virginia Gas and Oil Board.

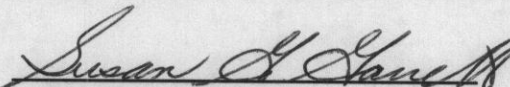
  
Chairman, Benny R. Wampler

DONE AND PERFORMED this 7<sup>th</sup> day of July, 1997, by Order of this Board.

  
Byron Thomas Fulmer  
Principal Executive To The Staff  
Virginia Gas and Oil Board

STATE OF VIRGINIA       )  
COUNTY OF WISE        )

Acknowledged on this 14<sup>th</sup> day of July, 1997, personally before me a notary public in and for the Commonwealth of Virginia, appeared Benny Wampler, being duly sworn did depose and say that he is Chairman of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.

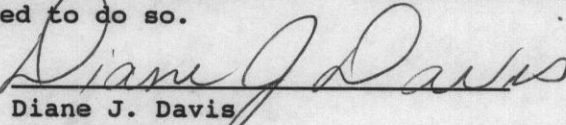
  
Susan G. Garrett  
Notary Public

My commission expires 7/31/98

BK0735PG0196

STATE OF VIRGINIA )  
COUNTY OF WISE )

Acknowledged on this 9<sup>th</sup> day of July, 1997,  
personally before me a notary public in and for the Commonwealth of Virginia,  
appeared Byron Thomas Fulmer, being duly sworn did depose and say that he is  
Principal Executive to the Staff of the Virginia Gas and Oil Board, that he  
executed the same and was authorized to do so.

  
Diane J. Davis  
Notary Public

My commission expires 9/30/97



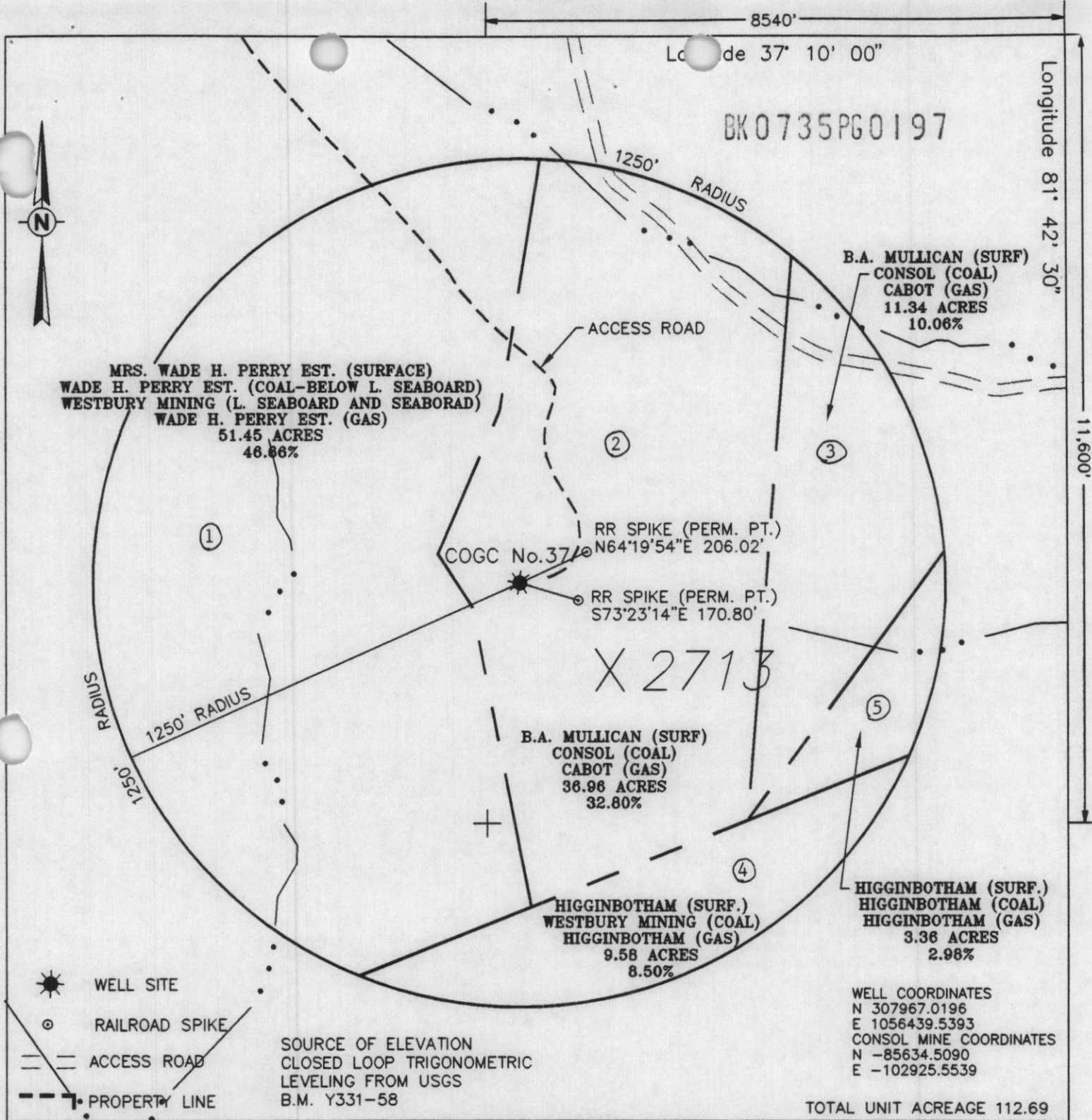


EXHIBIT B - VGOB-97/05/20-0583  
WELL LOCATION PLAT

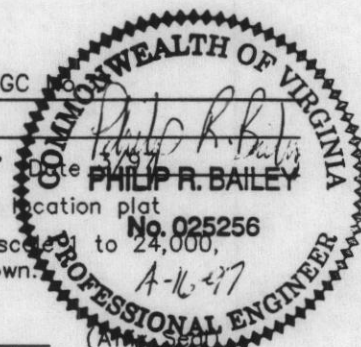
Company Cabot Oil & Gas Corp. Well Name and Number COGC

Tract No. Faraday 018-020 Elevation 2767.77' Quadrangle Amonate

County Tazewell District Northwestern Scale: 1" = 400'

This Plat is a new plat X; an updated plat \_\_\_\_\_; or a final location plat

+ Denotes the location of a well on United States topographic maps, scale 1" = 24,000', latitude and longitude lines being represented by border lines as shown.



**EXHIBIT #4 - Revised Exhibit C****VGOB-97/05/20-0583****Gas, Oil, Coal & Mineral Owners****I. Gas & Oil Fee Ownership:****51.45-acre tract**

51.45 acres - 45.66%

**1. Robert C. Peery *et al.***

51.45 acres - 45.66%

- a. Robert C. Peery  
609 Gardiner Road  
Richmond, VA 23229

25.725 acres - 22.83%  
(1/2 of 51.45 acres)

- b. Clara B. Peery and  
David R. Peery, Trustees of the  
Clara B. Peery Revocable Trust of  
October 28, 1996  
c/o David R. Peery  
110 Mountain Ave., S.W.  
Apartment #5  
Roanoke, VA 24016

25.725 acres - 22.83%  
(1/2 of 51.45 acres)

**36.96-acre tract  
(Tract 134)**

36.96 acres - 32.80%

2. Cabot Oil & Gas Corporation  
400 Fairway Drive  
Suite 400  
Coraopolis, PA 15108-4308

36.96 acres - 32.80%

**11.34-acre tract  
(Tract 157)**

11.34 acres - 10.06%

3. Cabot Oil & Gas Corporation  
400 Fairway Drive  
Suite 400  
Coraopolis, PA 15108-4308

11.34 acres - 10.06%



EXHIBIT #4 - Revised Exhibit C

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**9.58-acre tract**

9.58 acres - 8.50%

4. F. Campbell Peery *et al.* 9.58 acres - 8.50%
- a. F. Campbell Peery 0.133 acres - 0.12%  
77 East Andrews Drive (2/144 of 9.58 acres)  
Atlanta, GA 30305
- b. Albert G. Peery, Jr. 0.133 acres - 0.12%  
1257 Montreat Road (2/144 of 9.58 acres)  
Black Mountain, NC 28711
- c. George J. Peery 0.133 acres - 0.12%  
1 Club Knoll (2/144 of 9.58 acres)  
Asheville, NC 28804
- d. Nettie P. Green 0.133 acres - 0.12%  
506 Westwood Drive (2/144 of 9.58 acres)  
Dover, DE 19904
- e. Nancy Peery Whitley 0.532 acres - 0.47%  
8954 Tarrytown Drive (8/144 of 9.58 acres)  
Richmond, VA 23229
- f. Nancy Bane Peery 0.532 acres - 0.47%  
P.O. Box 508 (8/144 of 9.58 acres)  
Tazewell, VA 24651
- g. Olivia Hart Harrison Estate 0.532 acres - 0.47%  
c/o Donald G. Chastain, Trustee (8/144 of 9.58 acres)  
and Executor  
1820 East University Drive  
Auburn, AL 36830
- h. Helen Hart Cox 0.532 acres - 0.47%  
913 Emerald Drive (8/144 of 9.58 acres)  
Alexandria, VA 22308
- i. Harris Hart, II 0.532 acres - 0.47%  
P.O. Box 307 (8/144 of 9.58 acres)  
Tazewell, VA 24651

EXHIBIT #4 - Revised Exhibit C

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- |      |   |   |
|------|---|---|
| j.   | Albert P. Gillespie<br>Box 57<br>Tazewell, VA 24651                                   | 0.532 acres - 0.47%<br>(8/144 of 9.58 acres)              |
| k.   | Lucie G. Greever<br>P.O. Box 456<br>Burkes Garden, VA 24608                           | 0.532 acres - 0.47%<br>(8/144 of 9.58 acres)              |
| l.   | Mary G. Adams<br>Rt. 2, Box 88<br>Cedar Bluff, VA 24609                               | 0.532 acres - 0.47%<br>(8/144 of 9.58 acres)              |
| m.   | Richard Allen Fisher<br>1245 South Ponce de Leon Ave.<br>N.E. #6<br>Atlanta, GA 30306 | 2.396 acres - 2.14%<br>(36/144 of 9.58 acres)             |
| n.   | Nicholas V. Conti<br>P.O. Box 102<br>Cedar Bluff, VA 24609                            | 1.198 acres - 1.06%<br>(18/144 of 9.58 acres)             |
| o.   | Clara M. Bane Conti <i>et al.</i><br>.  | 1.198 acres - 1.06%<br>(36/144 of 9.58 acres)             |
| i.   | Clara M. Bane Conti<br>P.O. Box 102<br>Cedar Bluff, VA 24609                          | Life estate 1.198 acres - 1.06%<br>(18/144 of 9.58 acres) |
| ii.  | James B. Bane<br>6714 Summertime Drive<br>Murfreesboro, TN 37129                      | 0.599 acres - 0.53%*<br>(9/144 of 9.58 acres)             |
| iii. | Jennie Bane<br>516 Bell Haven Drive<br>Bristol, VA 24201                              | 0.599 acres - 0.53%*<br>(9/144 of 9.58 acres)             |

\*NOTE: These interests are subject to the life estate of Clara M. Bane Conti in 18/144 of 9.58 acres.



EXHIBIT #4 - Revised Exhibit C

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**3.36-acre tract**

3.36 acres - 2.98%

## 5. Higginbotham-Gillespie Tract

3.36 acres - 2.98%

- |      |  |   |
|------|--|---|
| a.   | Sydney L. Asbury<br>4561 Scenic View Road<br>Pegram, TN 37143  | 0.747 acres - 0.67%<br>(320/1440 of 3.36 acres) |
| b.   | Rose H. Matthews<br>635 Highland Drive<br>Eden, NC 27288   | 0.747 acres - 0.67%<br>(320/1440 of 3.36 acres) |
| c.   | Joseph S. Gillespie, Jr.<br>611 Holly Ridge Road<br>Severna Park, MD 21146                                     | 0.560 acres - 0.50%<br>(240/1440 of 3.36 acres) |
| d.   | Grace G. Barnes<br>P.O. Box 506<br>Tazewell, VA 24651  | 0.112 acres - 0.09%<br>(48/1440 of 3.36 acres)  |
| e.   | W. Jeff Gillespie, III, Trustee<br>of the W.J. Gillespie, Jr. Estate<br>202 W. Fincastle<br>Tazewell, VA 24651 | 0.112 acres - 0.09%<br>(48/1440 of 3.36 acres)  |
| f.   | Robert G. Gillespie Estate   | 0.112 acres - 0.09%<br>(48/1440 of 3.36 acres)  |
| i.   | William Adams Gillespie<br>Rt. 1, Box 359<br>Tazewell, VA 24651  | 0.056 acres - 0.05%<br>(24/1440 of 3.36 acres)  |
| ii.  | Mary Porter Gillespie<br>Davidson College<br>P.O. Box 3004<br>Davidson, NC 28036                               | 0.027 acres - 0.03%<br>(12/1440 of 3.36 acres)  |
| iii. | Robert G. Gillespie, III<br>8202 Westmeath Lane<br>Richmond, VA 23227  | 0.027 acres - 0.03%<br>(12/1440 of 3.36 acres)  |

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- g. Albert R. Gillespie 0.112 acres - 0.10%  
151 Woodland Drive (48/1440 of 3.36 acres)  
Staunton, VA 24401
- h. Miriam Hope Lineberry 0.056 acres - 0.05%  
68 Roudebush Road (24/1440 of 3.36 acres)  
Dublin, VA 24084
- i. Katherine Moss Huffman *et al.* 0.056 acres - 0.05%  
(24/1440 of 3.36 acres)
  - i. Katherine Moss Huffman 0.027 acres - 0.03%  
Rt. 3, Box 772 (12/1440 of 3.36 acres)  
Tazewell, VA 24651
  - ii. Robert L. Moss, Jr. 0.007 acres - 0.01%  
Rt. 1, Box 322 (3/1440 of 3.36 acres)  
Tazewell, VA 24651
  - iii. Katherine W. Moss 0.007 acres - 0.01%  
Rt. 3, Box 772-A (3/1440 of 3.36 acres)  
Tazewell, VA 24651
  - iv. Carolyn G. Moss 0.007 acres - 0.01%  
128 Backer Lane (3/1440 of 3.36 acres)  
Damascus, VA 24236
  - v. John L. Moss 0.007 acres - 0.01%  
Rt. 3, Box 771 (3/1440 of 3.36 acres)  
Tazewell, VA 24651
- j. Sidney Higginbotham, Jr. Heirs 0.746 acres - 0.67%  
(320/1440 of 3.36 acres)
  - i. Sydney L. Asbury  
4561 Scenic View Road  
Pegram, TN 37143
  - ii. Rose H. Matthews  
635 Highland Drive  
Eden, NC 27288



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II. Gas & Oil Leasehold Ownership:

1. Cabot Oil & Gas Corporation  
400 Fairway Drive  
Suite 400  
Coraopolis, PA 15108-4308  
25.725 acres - 22.83%  
(1/2 of 51.45 acres)  
25.725 acres - 22.83%  
(1/2 of 51.45 acres)  
0.133 acres - 0.12%  
(2/144 of 9.58 acres)  
0.133 acres - 0.12%  
(2/144 of 9.58 acres)  
0.133 acres - 0.12%  
(2/144 of 9.58 acres)  
0.532 acres - 0.47%  
(8/144 of 9.58 acres)  
0.532 acres - 0.47%  
(8/144 of 9.58 acres)  
0.532 acres - 0.47%  
(8/144 of 9.58 acres)  
0.532 acres - 0.47%  
(8/144 of 9.58 acres)  
0.532 acres - 0.47%  
(8/144 of 9.58 acres)  
0.532 acres - 0.47%  
(8/144 of 9.58 acres)  
0.532 acres - 0.47%  
(8/144 of 9.58 acres)

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2.396 acres - 2.14%  
(36/144 of 9.58 acres)

1.198 acres - 1.06%  
(18/144 of 9.58 acres)

Life Estate 1.198 acres - 1.06%  
(18/144 of 9.58 acres)

0.599 acres - 0.53%\*  
(9/144 of 9.58 acres)

0.599 acres - 0.53%\*  
(9/144 of 9.58 acres)

\*NOTE: These interests are subject to the life estate of Clara M. Bane Conti in 18/144 of 9.58 acres. The life estate interest of Clara M. Bane Conti is leased.

0.747 acres - 0.67%  
(320/1440 of 3.36 acres)

0.747 acres - 0.67%  
(320/1440 of 3.36 acres)

0.560 acres - 0.50%  
(240/1440 of 3.36 acres)

0.112 acres - 0.09%  
(48/1440 of 3.36 acres)

0.056 acres - 0.05%  
(24/1440 of 3.36 acres)

0.027 acres - 0.03%  
(12/1440 of 3.36 acres)

0.027 acres - 0.03%  
(12/1440 of 3.36 acres)



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0.112 acres - 0.10%  
(48/1440 of 3.36 acres)

0.056 acres - 0.05%  
(24/1440 of 3.36 acres)

0.027 acres - 0.03%  
(12/1440 of 3.36 acres)

0.007 acres - 0.01%  
(3/1440 of 3.36 acres)

0.007 acres - 0.01%  
(3/1440 of 3.36 acres)

0.007 acres - 0.01%  
(3/1440 of 3.36 acres)

0.007 acres - 0.01%  
(3/1440 of 3.36 acres)

0.747 acres - 0.67%  
(320/1440 of 3.36 acres)

III. Coal Fee Ownership:

- |    |  |   |
|----|--|---|
| 1. | Robert C. Peery <i>et al.</i>  | 51.45 acres - 45.66%                          |
| a. | Robert C. Peery<br>609 Gardiner Road<br>Richmond, VA 23229   | 25.725 acres - 22.83%<br>(1/2 of 51.45 acres) |
| b. | Clara B. Peery and<br>David R. Peery, Trustees of the<br>Clara B. Peery Revocable Trust of<br>October 28, 1996<br>c/o David R. Peery<br>110 Mountain Ave., S.W.<br>Apartment #5<br>Roanoke, VA 24016 | 25.725 acres - 22.83%<br>(1/2 of 51.45 acres) |

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- |    |  |  |
|----|--|--|
| 2. | Consolidation Coal Company<br>1800 Washington Road<br>Pittsburgh, PA 15241   | 36.96 acres - 32.80%<br>(Tract 134)          |
|    |  | 11.34 acres - 10.06%<br>(Tract 157)          |
| 3. | F. Campbell Peery <i>et al.</i>  | 9.58 acres - 8.50%                           |
| a. | F. Campbell Peery<br>77 East Andrews Drive<br>Atlanta, GA 30305  | 0.133 acres - 0.12%<br>(2/144 of 9.58 acres) |
| b. | Albert G. Peery, Jr.<br>1257 Montreat Road<br>Black Mountain, NC 28711   | 0.133 acres - 0.12%<br>(2/144 of 9.58 acres) |
| c. | George J. Peery<br>1 Club Knoll<br>Asheville, NC 28804   | 0.133 acres - 0.12%<br>(2/144 of 9.58 acres) |
| d. | Nettie P. Green<br>506 Westwood Drive<br>Dover, DE 19904   | 0.133 acres - 0.12%<br>(2/144 of 9.58 acres) |
| e. | Nancy Peery Whitley<br>8954 Tarrytown Drive<br>Richmond, VA 23229  | 0.532 acres - 0.47%<br>(8/144 of 9.58 acres) |
| f. | Nancy Bane Peery<br>P.O. Box 508<br>Tazewell, VA 24651   | 0.532 acres - 0.47%<br>(8/144 of 9.58 acres) |
| g. | Olivia Hart Harrison Estate<br>c/o Donald G. Chastain, Trustee<br>and Executor<br>1820 East University Drive<br>Auburn, AL 36830 | 0.532 acres - 0.47%<br>(8/144 of 9.58 acres) |



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- |     |   |   |
|-----|---|---|
| h.  | Helen Hart Cox<br>913 Emerald Drive<br>Alexandria, VA 22308                           | 0.532 acres - 0.47%<br>(8/144 of 9.58 acres)              |
| i.  | Harris Hart, II<br>P.O. Box 307<br>Tazewell, VA 24651                                 | 0.532 acres - 0.47%<br>(8/144 of 9.58 acres)              |
| j.  | Albert P. Gillespie<br>Box 57<br>Tazewell, VA 24651                                   | 0.532 acres - 0.47%<br>(8/144 of 9.58 acres)              |
| k.  | Lucie G. Greever<br>P.O. Box 456<br>Burkes Garden, VA 24608                           | 0.532 acres - 0.47%<br>(8/144 of 9.58 acres)              |
| l.  | Mary G. Adams<br>Rt. 2, Box 88<br>Cedar Bluff, VA 24609                               | 0.532 acres - 0.47%<br>(8/144 of 9.58 acres)              |
| m.  | Richard Allen Fisher<br>1245 South Ponce de Leon Ave.<br>N.E. #6<br>Atlanta, GA 30306 | 2.396 acres - 2.14%<br>(36/144 of 9.58 acres)             |
| n.  | Nicholas V. Conti<br>P.O. Box 102<br>Cedar Bluff, VA 24609                            | 1.198 acres - 1.06%<br>(18/144 of 9.58 acres)             |
| o.  | Clara M. Bane Conti <i>et al.</i>   | 1.198 acres - 1.06%<br>(36/144 of 9.58 acres)             |
| i.  | Clara M. Bane Conti<br>P.O. Box 102<br>Cedar Bluff, VA 24609                          | Life estate 1.198 acres - 1.06%<br>(18/144 of 9.58 acres) |
| ii. | James B. Bane<br>6714 Summertime Drive<br>Murfreesboro, TN 37129                      | 0.599 acres - 0.53%*<br>(9/144 of 9.58 acres)             |

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iii.	Jennie Bane 516 Bell Haven Drive Bristol, VA 24201	0.599 acres - 0.53%* (9/144 of 9.58 acres)
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\*NOTE: These interests are subject to the life estate of Clara M. Bane Conti in 18/144 of 9.58 acres.

4.	Higginbotham-Gillespie Tract	3.36 acres - 2.98%
a.	Sydney L. Asbury 4561 Scenic View Road Pegram, TN 37143	0.747 acres - 0.67% (320/1440 of 3.36 acres)
b.	Rose H. Matthews 635 Highland Drive Eden, NC 27288	0.747 acres - 0.67% (320/1440 of 3.36 acres)
c.	Joseph S. Gillespie, Jr. 611 Holly Ridge Road Severna Park, MD 21146	0.560 acres - 0.50% (240/1440 of 3.36 acres)
d.	Grace G. Barnes P.O. Box 506 Tazewell, VA 24651	0.112 acres - 0.09% (48/1440 of 3.36 acres)
e.	W. Jeff Gillespie, III, Trustee of the W.J. Gillespie, Jr. Estate 202 W. Fincastle Tazewell, VA 24651	0.112 acres - 0.09% (48/1440 of 3.36 acres)
f.	Robert G. Gillespie Estate	0.112 acres - 0.09% (48/1440 of 3.36 acres)
i.	William Adams Gillespie Rt. 1, Box 359 Tazewell, VA 24651	0.056 acres - 0.05% (24/1440 of 3.36 acres)
ii.	Mary Porter Gillespie Davidson College P.O. Box 3004 Davidson, NC 28036	0.027 acres - 0.03% (12/1440 of 3.36 acres)



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- |       |   |   |
|-------|---|---|
| iii.  | Robert G. Gillespie, III<br>8202 Westmeath Lane<br>Richmond, VA 23227 | 0.027 acres - 0.03%<br>(12/1440 of 3.36 acres)  |
| g.    | Albert R. Gillespie<br>151 Woodland Drive<br>Staunton, VA 24401       | 0.112 acres - 0.10%<br>(48/1440 of 3.36 acres)  |
| h.    | Miriam Hope Lineberry<br>68 Roudebush Road<br>Dublin, VA 24084        | 0.056 acres - 0.05%<br>(24/1440 of 3.36 acres)  |
| i.    | Katherine Moss Huffman <i>et al.</i>                                  | 0.056 acres - 0.05%<br>(24/1440 of 3.36 acres)  |
| i.    | Katherine Moss Huffman<br>Rt. 3, Box 772<br>Tazewell, VA 24651        | 0.027 acres - 0.03%<br>(12/1440 of 3.36 acres)  |
| ii.   | Robert L. Moss, Jr.<br>Rt. 1, Box 322<br>Tazewell, VA 24651           | 0.007 acres - 0.01%<br>(3/1440 of 3.36 acres)   |
| iii.. | Katherine W. Moss<br>Rt. 3, Box 772-A<br>Tazewell, VA 24651           | 0.007 acres - 0.01%<br>(3/1440 of 3.36 acres)   |
| iv.   | Carolyn G. Moss<br>128 Backer Lane<br>Damascus, VA 24236              | 0.007 acres - 0.01%<br>(3/1440 of 3.36 acres)   |
| v.    | John L. Moss<br>Rt. 3, Box 771<br>Tazewell, VA 24651                  | 0.007 acres - 0.01%<br>(3/1440 of 3.36 acres)   |
| j.    | Sidney Higginbotham, Jr. Heirs  | 0.746 acres - 0.67%<br>(320/1440 of 3.36 acres) |
| i.    | Sydney L. Asbury<br>4561 Scenic View Road<br>Pegram, TN 37143         |   |

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- ii. Rose H. Matthews  
635 Highland Drive  
Eden, NC 27288

IV. Coal Leasehold Ownership:

- |    |    |  |   |
|----|----|--|---|
| 1. | a. | Consolidation Coal Company<br>1800 Washington Road<br>Pittsburgh, PA 15241 | 51.45 acres - 45.66%<br>(certain seams of coal) |
|    | b. | Westbury Coal Mining Partnership<br>Address Unknown                        | 51.45 acres - 45.66%<br>(certain seams of coal) |
| 2. |    | Westbury Coal Mining Partnership<br>Address Unknown                        | 9.58 acres - 8.50%                              |
| 3. |    | Westbury Coal Mining Partnership<br>Address Unknown                        | 3.36 acres - 2.98%                              |



**EXHIBIT #5 - Revised Exhibit D****VGOB-97/05/20-0583****Unleased Owners of Gas****I. Gas & Oil Fee Ownership:****9.58-acre tract**

9.58 acres - 8.50%

1. F. Campbell Peery *et al.*

9.58 acres - 8.50%

- a. F. Campbell Peery  
77 East Andrews Drive  
Atlanta, GA 30305

0.133 acres - 0.12%  
(2/144 of 9.58 acres)

**3.36-acre tract**

3.36 acres - 2.98%

## 2. Higginbotham-Gillespie Tract

3.36 acres - 2.98%

- a. Grace G. Barnes  
P.O. Box 506  
Tazewell, VA 24651

0.112 acres - 0.09%  
(48/1440 of 3.36 acres)

BK0735PG0212

**EXHIBIT F**

**VGOB-97/05/20-0583**

Unlocated Gas, Oil, Coal & Mineral Owners

I. Coal Leasehold Ownership:

- |    |    |                                  |                         |
|----|----|----------------------------------|-------------------------|
| 1. | a. | Westbury Coal Mining Partnership | 51.45 acres - 45.66%    |
|    |    | Address Unknown                  | (certain seams of coal) |
| 2. |    | Westbury Coal Mining Partnership | 9.58 acres - 8.50%      |
|    |    | Address Unknown                  |                         |
| 3. |    | Westbury Coal Mining Partnership | 3.36 acres - 2.98%      |
|    |    | Address Unknown                  |                         |

INSTRUMENT #9703026  
RECORDED IN THE CLERK'S OFFICE OF  
TAZEWELL COUNTY ON  
JULY 21, 1997 AT 03:27PM  
JAMES E. BLEVINS, CLERK

BY: \_\_\_\_\_

*Boyd L. Miller*  
DEPUTY CLERK